

Memorandum of Agreement  
Between  
Rhode Island Council on Post Secondary Education  
And  
CCRI Part-Time Faculty Association/NEARI

ARTICLE IX: GRIEVANCE PROCEDURE

9.1 Purpose

It is the declared objective of the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO and the Council to encourage the prompt and informal resolution of grievances of part time faculty members as they arise and to promote recourse to orderly procedures for the satisfactory adjustment of grievances.

9.2 Definitions

For the purpose of this Agreement the term "grievance" means any difference or dispute between the Council and the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO or any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement that shall be presented in writing.

9.3 Procedure for Handling Grievances

- a. For the purpose of handling grievances, working days during the Christmas recess and Spring recess shall not be used to compute the time limitations contained in this Article.
- b. For the purpose of this Agreement the terms aggrieved and grievant shall include an individual or a group of employees represented by the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO, or the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO on its own behalf.
- c. The aggrieved may file his/her written grievance with the appropriate department chair, or with the comparable supervisor, not later than twenty-one (21) calendar days following the grievant's knowledge of the act, event, or commencement of the condition which is the basis of the grievance.
- d. College Level – Step 1. The aggrieved shall discuss his/her grievance with the appropriate dean or comparable supervisor, who shall attempt to resolve the grievance within seven (7) days of its receipt and shall render a written decision to the grievant with copies to the President and the President of the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO no later than five (5) days after having heard the grievance.

- e. College Level – Step 2. If the grievance is not satisfactorily resolved through Step 1, the grievant or the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO may submit the grievance in writing within ten (10) working days to the President. The President or his/her designee shall meet within seven (7) working days of the receipt of the grievance, with the grievant and a CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO Representative(s) to discuss the grievance. The President shall issue his/her decision, setting forth the reasons thereof in writing to the grievant and to the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO President or his/her designee no later than five (5) working days after having heard the grievance.
  
- f. Council for Postsecondary Education Level – Step 3. If the grievance is not satisfactorily resolved through Step 2, the grievant or the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO may submit the grievance in writing to the Commissioner within ten (10) working days following completion of Step 2. A copy of all materials which came forth in the grievance procedure to that level shall be enclosed. Within ten (10) working days of the receipt of the grievance, the Commissioner or his/her designee shall hold an informal hearing with the grievant and a CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO Representative(s). The Commissioner or his/her designee shall communicate his/her decision in writing to the aggrieved employee, the appropriate dean, the President, and the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO President within fifteen (15) working days of his/her receipt of the grievance.
  
- g. Arbitration – Step 4. If a grievance is not settled at Step 3, such grievance shall only at the request of the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO or the Council be referred to the Labor Relations Connection in accordance with its rules then obtaining.

All submissions to arbitration must be made within thirty (30) calendar days after the grievance procedure decision at Step 3 above.

The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties of this Agreement.

Only grievances arising out of the provisions of the Agreement relating to the application or interpretation thereof may be submitted to arbitration.

The arbitration proceedings shall be private and only parties of interest shall be allowed to attend the proceedings unless mutually agreed to otherwise by the parties.

#### 9.4 General Provisions

- a. No reprisals of any kind shall be taken by either party or any agent thereof against any party in interest, any witnesses, any member of the CCRI Part Time

Faculty/Association/NEARI/NEA/AFL-CIO Grievance Committee, or any other participant in the grievance procedure by reason of such participation.

- b. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made by both parties to this Agreement to expedite the process. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this grievance procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. The time limits specified in the grievance procedure may be extended in any specific instance by mutual written agreement.
- c. In the event that a grievance occurs from the action of a department chair, or the President, the grievance procedure contained herein shall commence at the point of origin.
- d. The Council agrees to make available to the aggrieved and/or his/her representative all data relevant to the grievance not privileged under the law which is within the possession of the Council, except the confidential information obtained in the initial employment of the employee.
- e. The College shall not be required to compile information and statistics which are not already compiled in that form unless mutually agreeable.

9.5 Rights of Grievant, the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO and the Council

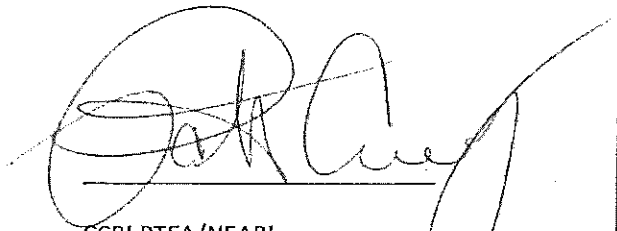
The grievant, the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO, and the Council, or its designated representative(s) shall have the following rights:

- a. To be present at the hearing(s).
- b. To hear testimony given.
- c. To give testimony in his/her (their) behalf.
- d. To call upon others to give testimony in his/her (their) behalf.
- e. To question, either personally or through counsel of his/her (their) representative, any person giving testimony.



Council on Post Secondary Education

11/10/16



CCRI PTFA/NEARI

10/14/16